ment of this principle by Chancellor KENT. Also *Sharon* v. *Tucker*, 144 U. S. 533; *Loring* v. *Hildreth*, 170 Mass. 328; POMEROY EQ. JURIS. § 1399. The existence of a defense, the dependency of proof of this defense upon extrinsic evidence, the risk of losing this evidence through delay, and the apprehension of a multiplicity of suits, were the facts upon which the court exercised its discretion in granting the relief. See *Springport* v. *Teutonia Sav. Bank*, 75 N. Y. 397; *Metler's Admr's.* v. *Metler*, 18 N. J. Eq. 270; *Fuller* v. *Percival*, 126 Mass. 381; *DeKalb Holding Co.* v. *Madison Theater Co.* 165 N. Y. App. Div. 202, 151 N. Y. Supp. 85. As was pointed out by the dissent equity avoids only a multiplicity of suits between the parties. *O'Brien* v. *Fitzgerald*, 6 N. Y. App. Div. 509, affirmed on opinion below in 150 N. Y. 572, 44 N. E. 1126; *Krause* v. *Scott*, 86 Ill. App. 238; 1 HIGH, INJUNCTIONS, § 62. Multiplicity of suits alone in the case under consideration would not have justified the interference of equity because the suits would not have been between the parties, yet when combined with the other circumstances such multiplicity was properly considered in exercising jurisdiction. *Springport* v. *Teutonia Savings Bank*, 75 N. Y. 397.

LANDLORD AND TENANT—COVENANT TO GRANT NEW LEASE.—A lease, given by defendant to plaintiff, contained the following covenant, "The party of the second part has the first privilege of renting the farm, if not sold, at the end of the year." In an action brought for specific performance of the covenant, *held*, that the covenant called for a new lease for the same period and on the same terms as the original lease except that there should be, in the new lease, no covenant to renew. *Fergen* v. *Lyons*, (Wis. 1916), 155 N. W. 935.

Where there is a contract to grant a new lease which does not fix the terms of the new lease or provide a certain method for this ascertainment, such contract is too uncertain to be enforced. *Reed* v. *Cambell*, 43 N. J. Eq. 406; *Howard* v. *Tomicich*, 81 Miss. 703; and *Boyle* v. *Laird*, 2 Wis. 41. Other cases announce the same doctrine, but differ from the principal case in that there was no possibility that, by construction, it might be found that the covenant to renew contained a general promise to grant a new lease upon the same terms as the old one. See *Abeel* v. *Radcliff*, 13 Johns (N. Y.) 297; *Delashmutt* v. *Thomas*, 45 Md. 140; *Whitlock* v. *Duffield*, Hoff, (N. Y.) 110; *Domestic Telegraph Co.* v. *Metropolitan Telephone Co.*, 9 N. J. Eq. 160.

MUNICIPAL CORPORATIONS—CONTRACT WITH MUNICIPAL OFFICER FOR PROFESSIONAL SERVICES.—Plaintiff sues to recover for professional medical services which were rendered by him under a contract which was made by him with the Trustees of the defendant town. The contract was made on the same day that the plaintiff was appointed as secretary of the Board of Trustees of defendant town—the latter being ex-officio the Board of Health—but it is not clear whether the appointment or the contract was prior in time; the services performed under the contract—and now sued for—were rendered subsequent to the appointment. The salary of the secretary of the Board of Health was fixed at $15 per year, and he was by statute (§ 7605 Burns 1908 Statutes) made "the executive officer of the board." The trial court

overruled a demurrer which was filed by the town. On appeal the main contention was that this contract was invalid as against public policy. It was *held* that the time of making the contract was immaterial and that the performance of the contract, subsequent to the appointment as secretary, made the contract invalid as against public policy. The private interests under the contract were antagonistic to his official duties. A recovery on the contract was denied. *Town of New Carlisle* v. *Tullar* (Ind. 1916), 110 N. E. 1001.

The facts in this case present a novel situation, but the conclusion of the court is well sustained by authority. It would seem that the doctrine of public policy, as it applies to contracts of this kind, was carried to its limit. As the services were professional and ordinary in their nature, and the charge therefore is so well regulated by law and custom, it would seem that the public interests were not endangered by a contract of this kind. In an unbroken line of decisions, the courts have refused to be influenced by considerations of this kind, and have preferred, instead, to avoid corruption or opportunity for the abuse of the public trust, which might result if such contracts were allowed. In most of the reported cases the contract was made after the election to public office. *Mayor of Macon* v. *Huff*, 60 Ga. 221; *Foster* v. *Cape May*, 60 N. J. L. 78; *Brown* v. *Street Lighting District*, 71 N. J. L. 79; *Butts* v. *Wood*, 37 N. Y. 317; *Bay* v. *Davidson*, 133 Ia. 688; *Snipes* v. *City of Winston*, 126 N. C. 374; *McNair* v. *Parr*, 177 Mich. 327; DILLON, MUNICIPAL CORPORATIONS (5 Ed.) § 773, as to recovery on implied contract, see 9 MICH. L. REV. 671.

MUNICIPAL CORPORATIONS—WHO CAN SUE ON CONTRACTOR'S BOND.—A contract for the construction of a city sewer reserved to the city the right to take over the work in case of unexcusable delay, and contained an agreement by the contractor to execute a bond for the faithful performance of the contract and for the indemnification of the city against losses or claims arising out of negligence or non-performance of the contract; a bond was given to the city with these conditions. Before the work was completed the city took complete charge thereof. An assignee of parties who had supplied material to the contractor brings suit against the contractor, the city, and the surety on the bond. Demurrers were filed by the city and the surety; the trial court sustained the demurrers and on appeal two points were raised; first, that the city was liable on the contract, and second, that the bond was made for the materialman's benefit. It was *held,* as to the first claim, that the work was undertaken by an independent contractor and not by an agent of the city, and that the city was not liable for obligations incurred by him; as to the second claim, that the bond, conditioned upon the faithful performance of the contract, protected the city alone and did not inure to the benefit of third persons who were not expressly named therein. *Wilson* v. *Nelson,* (Okl. 1916) 153 Pac. 1179.

This conclusion is well supported by authority. It is well established that the obligation of the personal surety will be strictly construed. As to the compensated surety, the unambiguous and express terms of his contract will